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HIGGS FLETCHER & MACK LLP
401 West "A" Street, Suite 2600
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TEL: 619.236.1551
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Attorneys for Plaintiff
CARLOTTA BLOUNT on behalf of herself and on
behalf of all persons similarly situated

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CARLOTTA BLOUNT, on behalf of
herself and on behalf of all persons
similarly situated

CASE NO. 09CV1668 AJB (KSC)

**NOTICE OF LODGMENT IN
SUPPORT OF MOTION FOR
ORDER (1) GRANTING FINAL
APPROVAL OF PROPOSED CLASS
AND COLLECTIVE ACTION; (2)
FINALLY CERTIFYING
SETTLEMENT CLASS; (3)
APPROVING AND DIRECTING
DISSEMINATION OF
SETTLEMENT FUNDS;**

DATE: May 24, 2013
TIME: 2:00 p.m.
DEPT: 2
JUDGE: Hon. Anthony J. Battaglia

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT that Plaintiffs hereby lodge the following exhibits in support of their Motion for Order Granting Final Approval of Proposed Class and Collective Action:

Exhibit A - True and correct copies of the Claim and Release Forms received by Plaintiffs.

Exhibit B - A true and correct copy of the Order of Final Approval of

1 Settlement.

2 Exhibit C - A true and correct copy of the Final Judgment of
3 Dismissal of Class and Collective Action.

4

5 DATED: April 24, 2013

HIGGS FLETCHER & MACK LLP

6

7 By: s/SAM SHERMAN
8 SAM SHERMAN, ESQ.
9 LOREN G. FREESTONE, ESQ.
Attorneys for Plaintiff
CARLOTTA BLOUNT

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EXHIBIT A

CLAIM FORM AND RELEASE

Blount v. ADP, Inc., et al., Case No. 09-CV-1668

United States District Court for the Southern District of California

**TO RECEIVE A RECOVERY, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM
BY REGULAR U.S. MAIL, POSTMARKED NO LATER THAN MARCH 2, 2013.**

I. REQUIRED CLAIMANT INFORMATION.

Molly Choate
271 Ginerva Walk
Long Beach, CA 90803

(562)607-9339

Daytime Telephone Number (Fill In)

(949)400-3604

Evening Telephone Number (Fill In)

Please Make any Name/Address Corrections Below:

Molly Ahadpour
2040 Mandarin Dr.
Costa Mesa, CA 92626

XXX XX - XX - 6364

Social Security Number

(The Internal Revenue Service requires this information. Failure to provide the LAST FOUR DIGITS will result in the delay of your payment.)

II. YOUR EMPLOYMENT INFORMATION ACCORDING TO WILSON'S RECORDS.

According to Wilson's and ADP's records, you received payments from Wilson for work performed while assigned to or at ADP in the State of California in one or more settlement-eligible job positions at some time during the period between September 1, 2006 and September 28, 2012 (the "Recovery Period"). Eligible job positions are: Contingent Researcher, Recruiter, and Sourcer. Wilson and ADP records show that you worked in an eligible position for a total of 107 weeks during the Recovery Period. The amount you receive under the Settlement will be based on this information.

III. IF YOU DISPUTE THE INFORMATION IN SECTION II ABOVE.

If you DISAGREE with any of the information in Section II above:

1. Please describe your corrections:

2. If you made corrections, please attach the documents (such as pay stubs, employment records, termination notice, final pay information, etc.) that support your changes. *The employment information listed in Section II is presumed to be correct unless you submit documents which prove otherwise.*

IV. MAILING INSTRUCTIONS.

Please mail this completed Claim Form in the enclosed envelope to Class Counsel, Sam Sherman, Higgs, Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101.

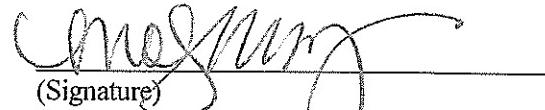
V. RELEASE.

By my signature below, I hereby acknowledge and certify that I have read and understand this Claim Form and Release and the Notice of Pendency of Class Actions that was sent to me with this Claim Form. I understand that the Notice and this Claim Form and Release are important legal documents and that it is important that I read carefully the description of the claims described in the Notice. Having read the Notice, I hereby certify that I understand that by signing and submitting this Claim Form and Release, I am waiving and releasing all of the legal claims described in the Notice. I further certify that I have been given adequate opportunity to review these documents and to consult with whomever I wish to consult with regarding them so that I fully understand my legal rights. No promises or representations of any kind have been made to me, other than what is contained in the Notice and in this Claim Form and Release. I further understand that by signing and submitting this Claim Form and Release, I am giving my written consent to becoming a party plaintiff to the class action lawsuits, that I will be considered to have "opted in" as a party to the lawsuits, and that I will have permanently waived and released any claims I may have under federal law, in particular the Fair Labor Standards Act, 29 U.S.C. §201 et seq., including claims for liquidated damages arising under §216 thereof, in addition to all of the other claims described in the Notice.

I have executed the Claim Form and Release voluntarily and of my own free will, without coercion and with full knowledge of its effect, and I understand that if the Court approves the settlement, this Release means that I will be permanently barred from filing or participating in any other lawsuit or class action, state or federal, against ADP and/or Wilson in which any of the Released Claims are asserted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I hereby assent to participate in this case, and release claims set forth herein.

Dated: 02/19/2013


(Signature)
Molly Ahdpour
(Print Name) formerly
Molly Chcate

You must sign and return this Claim Form in order to receive a payment under this settlement.

CLAIM FORM AND RELEASE

Blount v. ADP, Inc., et al., Case No. 09-CV-1668

United States District Court for the Southern District of California

**TO RECEIVE A RECOVERY, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM
BY REGULAR U.S. MAIL, POSTMARKED NO LATER THAN MARCH 2, 2013.**

I. REQUIRED CLAIMANT INFORMATION.

Vanessa Calderon
27467 Bunkerhill Drive
Corona, CA 92883

(951) 471-5797
Daytime Telephone Number (Fill In)

(951) 471-5797
Evening Telephone Number (Fill In)

Please Make any Name/Address Corrections Below:

XXXX-X-X - 0512
Social Security Number

(The Internal Revenue Service requires this information. Failure to provide the LAST FOUR DIGITS will result in the delay of your payment.)

II. YOUR EMPLOYMENT INFORMATION ACCORDING TO WILSON'S RECORDS.

According to Wilson's and ADP's records, you received payments from Wilson for work performed while assigned to or at ADP in the State of California in one or more settlement-eligible job positions at some time during the period between September 1, 2006 and September 28, 2012 (the "Recovery Period"). Eligible job positions are: Contingent Researcher, Recruiter, and Sourcer. Wilson and ADP records show that you worked in an eligible position for a total of 103 weeks during the Recovery Period. The amount you receive under the Settlement will be based on this information.

III. IF YOU DISPUTE THE INFORMATION IN SECTION II ABOVE.

If you DISAGREE with any of the information in Section II above:

1. Please describe your corrections:

2. If you made corrections, please attach the documents (such as pay stubs, employment records, termination notice, final pay information, etc.) that support your changes. *The employment information listed in Section II is presumed to be correct unless you submit documents which prove otherwise.*

IV. MAILING INSTRUCTIONS.

Please mail this completed Claim Form in the enclosed envelope to Class Counsel, Sam Sherman, Higgs, Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101.

V. RELEASE.

By my signature below, I hereby acknowledge and certify that I have read and understand this Claim Form and Release and the Notice of Pendency of Class Actions that was sent to me with this Claim Form. I understand that the Notice and this Claim Form and Release are important legal documents and that it is important that I read carefully the description of the claims described in the Notice. Having read the Notice, I hereby certify that I understand that by signing and submitting this Claim Form and Release, I am waiving and releasing all of the legal claims described in the Notice. I further certify that I have been given adequate opportunity to review these documents and to consult with whomever I wish to consult with regarding them so that I fully understand my legal rights. No promises or representations of any kind have been made to me, other than what is contained in the Notice and in this Claim Form and Release. I further understand that by signing and submitting this Claim Form and Release, I am giving my written consent to becoming a party plaintiff to the class action lawsuits, that I will be considered to have "opted in" as a party to the lawsuits, and that I will have permanently waived and released any claims I may have under federal law, in particular the Fair Labor Standards Act, 29 U.S.C. §201 et seq., including claims for liquidated damages arising under §216 thereof, in addition to all of the other claims described in the Notice.

I have executed the Claim Form and Release voluntarily and of my own free will, without coercion and with full knowledge of its effect, and I understand that if the Court approves the settlement, this Release means that I will be permanently barred from filing or participating in any other lawsuit or class action, state or federal, against ADP and/or Wilson in which any of the Released Claims are asserted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I hereby assent to participate in this case, and release claims set forth herein.

Dated: 02 / 16 / 2013

Vanessa Calderon
(Signature)

Vanessa Calderon
(Print Name)

You must sign and return this Claim Form in order to receive a payment under this settlement.

CLAIM FORM AND RELEASE

Blount v. ADP, Inc., et al., Case No. 09-CV-1668

United States District Court for the Southern District of California

**TO RECEIVE A RECOVERY, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM
BY REGULAR U.S. MAIL, POSTMARKED NO LATER THAN MARCH 2, 2013.**

I. REQUIRED CLAIMANT INFORMATION.

Please Make any Name/Address Corrections Below:

Jennifer Smith
4548 Josie Avenue
Lakewood, CA 90713

(562) 421-0209

Daytime Telephone Number (Fill In)

(562) 420-9144

Evening Telephone Number (Fill In)

XXXX - XX - 0454

Social Security Number

(The Internal Revenue Service requires this information. Failure to provide the LAST FOUR DIGITS will result in the delay of your payment.)

II. YOUR EMPLOYMENT INFORMATION ACCORDING TO WILSON'S RECORDS.

According to Wilson's and ADP's records, you received payments from Wilson for work performed while assigned to or at ADP in the State of California in one or more settlement-eligible job positions at some time during the period between September 1, 2006 and September 28, 2012 (the "Recovery Period"). Eligible job positions are: Contingent Researcher, Recruiter, and Sourcer. Wilson and ADP records show that you worked in an eligible position for a total of 148 weeks during the Recovery Period. The amount you receive under the Settlement will be based on this information.

III. IF YOU DISPUTE THE INFORMATION IN SECTION II ABOVE.

If you DISAGREE with any of the information in Section II above:

1. Please describe your corrections:

2. If you made corrections, please attach the documents (such as pay stubs, employment records, termination notice, final pay information, etc.) that support your changes. *The employment information listed in Section II is presumed to be correct unless you submit documents which prove otherwise.*

IV. MAILING INSTRUCTIONS.

Please mail this completed Claim Form in the enclosed envelope to Class Counsel, Sam Sherman, Higgs, Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101.

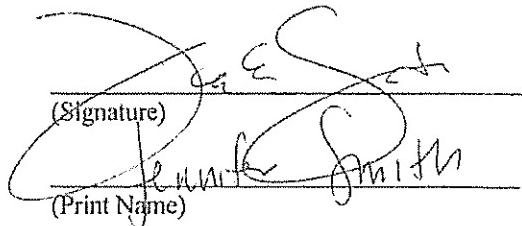
V. RELEASE

By my signature below, I hereby acknowledge and certify that I have read and understand this Claim Form and Release and the Notice of Pendency of Class Actions that was sent to me with this Claim Form. I understand that the Notice and this Claim Form and Release are important legal documents and that it is important that I read carefully the description of the claims described in the Notice. Having read the Notice, I hereby certify that I understand that by signing and submitting this Claim Form and Release, I am waiving and releasing all of the legal claims described in the Notice. I further certify that I have been given adequate opportunity to review these documents and to consult with whomever I wish to consult with regarding them so that I fully understand my legal rights. No promises or representations of any kind have been made to me, other than what is contained in the Notice and in this Claim Form and Release. I further understand that by signing and submitting this Claim Form and Release, I am giving my written consent to becoming a party plaintiff to the class action lawsuits, that I will be considered to have "opted in" as a party to the lawsuits, and that I will have permanently waived and released any claims I may have under federal law, in particular the Fair Labor Standards Act, 29 U.S.C. §201 et seq., including claims for liquidated damages arising under §216 thereof, in addition to all of the other claims described in the Notice.

I have executed the Claim Form and Release voluntarily and of my own free will, without coercion and with full knowledge of its effect, and I understand that if the Court approves the settlement, this Release means that I will be permanently barred from filing or participating in any other lawsuit or class action, state or federal, against ADP and/or Wilson in which any of the Released Claims are asserted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I hereby assent to participate in this case, and release claims set forth herein.

Dated: 2,27,2013


(Signature)

(Print Name)

You must sign and return this Claim Form in order to receive a payment under this settlement.

CLAIM FORM AND RELEASE

Blount v. ADP, Inc., et al., Case No. 09-CV-1668

United States District Court for the Southern District of California

**TO RECEIVE A RECOVERY, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM
BY REGULAR U.S. MAIL, POSTMARKED NO LATER THAN MARCH 2, 2013.**

I. REQUIRED CLAIMANT INFORMATION.

Please Make any Name/Address Corrections Below:

Joe Rocha
1860 Jackson Street, Apt. 102
San Francisco, CA 94109

(925) 699 - 0621
Daytime Telephone Number (Fill In)

(925) 699 - 0621
Evening Telephone Number (Fill In)

X X X X - X X -
Social Security Number

(The Internal Revenue Service requires this information. Failure to provide the LAST FOUR DIGITS will result in the delay of your payment.)

II. YOUR EMPLOYMENT INFORMATION ACCORDING TO WILSON'S RECORDS.

According to Wilson's and ADP's records, you received payments from Wilson for work performed while assigned to or at ADP in the State of California in one or more settlement-eligible job positions at some time during the period between September 1, 2006 and September 28, 2012 (the "Recovery Period"). Eligible job positions are: Contingent Researcher, Recruiter, and Sourcer. Wilson and ADP records show that you worked in an eligible position for a total of 106 weeks during the Recovery Period. The amount you receive under the Settlement will be based on this information.

III. IF YOU DISPUTE THE INFORMATION IN SECTION II ABOVE.

If you DISAGREE with any of the information in Section II above:

1. Please describe your corrections:

2. If you made corrections, please attach the documents (such as pay stubs, employment records, termination notice, final pay information, etc.) that support your changes. *The employment information listed in Section II is presumed to be correct unless you submit documents which prove otherwise.*

IV. MAILING INSTRUCTIONS.

Please mail this completed Claim Form in the enclosed envelope to Class Counsel, Sam Sherman, Higgs, Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101.

V. RELEASE.

By my signature below, I hereby acknowledge and certify that I have read and understand this Claim Form and Release and the Notice of Pendency of Class Actions that was sent to me with this Claim Form. I understand that the Notice and this Claim Form and Release are important legal documents and that it is important that I read carefully the description of the claims described in the Notice. Having read the Notice, I hereby certify that I understand that by signing and submitting this Claim Form and Release, I am waiving and releasing all of the legal claims described in the Notice. I further certify that I have been given adequate opportunity to review these documents and to consult with whomever I wish to consult with regarding them so that I fully understand my legal rights. No promises or representations of any kind have been made to me, other than what is contained in the Notice and in this Claim Form and Release. I further understand that by signing and submitting this Claim Form and Release, I am giving my written consent to becoming a party plaintiff to the class action lawsuits, that I will be considered to have "opted in" as a party to the lawsuits, and that I will have permanently waived and released any claims I may have under federal law, in particular the Fair Labor Standards Act, 29 U.S.C. §201 et seq., including claims for liquidated damages arising under §216 thereof, in addition to all of the other claims described in the Notice.

I have executed the Claim Form and Release voluntarily and of my own free will, without coercion and with full knowledge of its effect, and I understand that if the Court approves the settlement, this Release means that I will be permanently barred from filing or participating in any other lawsuit or class action, state or federal, against ADP and/or Wilson in which any of the Released Claims are asserted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I hereby assent to participate in this case, and release claims set forth herein.

Dated: 03/02/2013


Joe Rocha
(Signature)


Joe Rocha
(Print Name)

You must sign and return this Claim Form in order to receive a payment under this settlement.

CLAIM FORM AND RELEASE

Blount v. ADP, Inc., et al., Case No. 09-CV-1668

United States District Court for the Southern District of California

TO RECEIVE A RECOVERY, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM BY REGULAR U.S. MAIL, POSTMARKED NO LATER THAN MARCH 2, 2013.

I. REQUIRED CLAIMANT INFORMATION.

Kelly Anderson
1247 Stoner Avenue, #10
Los Angeles, CA 90025

Please Make any Name/Address Corrections Below:

11841 Goshen Ave #3
Los Angeles, Ca 90049

(310) 210-9516
Daytime Telephone Number (Fill In)

XXXX - XX - 0139

Social Security Number

(310) 210-9516
Evening Telephone Number (Fill In)

(The Internal Revenue Service requires this information. Failure to provide the LAST FOUR DIGITS will result in the delay of your payment.)

II. YOUR EMPLOYMENT INFORMATION ACCORDING TO WILSON'S RECORDS.

According to Wilson's and ADP's records, you received payments from Wilson for work performed while assigned to or at ADP in the State of California in one or more settlement-eligible job positions at some time during the period between September 1, 2006 and September 28, 2012 (the "Recovery Period"). Eligible job positions are: Contingent Researcher, Recruiter, and Sourcer. Wilson and ADP records show that you worked in an eligible position for a total of 29 weeks during the Recovery Period. The amount you receive under the Settlement will be based on this information.

III. IF YOU DISPUTE THE INFORMATION IN SECTION II ABOVE.

If you DISAGREE with any of the information in Section II above:

1. Please describe your corrections:

2. If you made corrections, please attach the documents (such as pay stubs, employment records, termination notice, final pay information, etc.) that support your changes. *The employment information listed in Section II is presumed to be correct unless you submit documents which prove otherwise.*

IV. MAILING INSTRUCTIONS.

Please mail this completed Claim Form in the enclosed envelope to Class Counsel, Sam Sherman, Higgs, Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101.

V. RELEASE.

By my signature below, I hereby acknowledge and certify that I have read and understand this Claim Form and Release and the Notice of Pendency of Class Actions that was sent to me with this Claim Form. I understand that the Notice and this Claim Form and Release are important legal documents and that it is important that I read carefully the description of the claims described in the Notice. Having read the Notice, I hereby certify that I understand that by signing and submitting this Claim Form and Release, I am waiving and releasing all of the legal claims described in the Notice. I further certify that I have been given adequate opportunity to review these documents and to consult with whomever I wish to consult with regarding them so that I fully understand my legal rights. No promises or representations of any kind have been made to me, other than what is contained in the Notice and in this Claim Form and Release. I further understand that by signing and submitting this Claim Form and Release, I am giving my written consent to becoming a party plaintiff to the class action lawsuits, that I will be considered to have "opted in" as a party to the lawsuits, and that I will have permanently waived and released any claims I may have under federal law, in particular the Fair Labor Standards Act, 29 U.S.C. §201 et seq., including claims for liquidated damages arising under §216 thereof, in addition to all of the other claims described in the Notice.

I have executed the Claim Form and Release voluntarily and of my own free will, without coercion and with full knowledge of its effect, and I understand that if the Court approves the settlement, this Release means that I will be permanently barred from filing or participating in any other lawsuit or class action, state or federal, against ADP and/or Wilson in which any of the Released Claims are asserted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I hereby assent to participate in this case, and release claims set forth herein.

Dated: 02/13/2013

Kelly Anderson
(Signature)
Kelly Anderson
(Print Name)

You must sign and return this Claim Form in order to receive a payment under this settlement.

CLAIM FORM AND RELEASE

Blount v. ADP, Inc., et al., Case No. 09-CV-1668

United States District Court for the Southern District of California

**TO RECEIVE A RECOVERY, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM
BY REGULAR U.S. MAIL, POSTMARKED NO LATER THAN MARCH 2, 2013.**

I. REQUIRED CLAIMANT INFORMATION.

LAUREEN O'CONNELL
27691 COUNTRY LANE RD
LAGUNA NIGUEL, CA 92677-3800

(310)351-9644

Daytime Telephone Number (Fill In)

(310)351-9644

Evening Telephone Number (Fill In)

Please Make any Name/Address Corrections Below:

XXX X - XX - 0739

Social Security Number

(The Internal Revenue Service requires this information. Failure to provide the LAST FOUR DIGITS will result in the delay of your payment.)

II. YOUR EMPLOYMENT INFORMATION ACCORDING TO WILSON'S RECORDS.

According to Wilson's and ADP's records, you received payments from Wilson for work performed while assigned to or at ADP in the State of California in one or more settlement-eligible job positions at some time during the period between September 1, 2006 and September 28, 2012 (the "Recovery Period"). Eligible job positions are: Contingent Researcher, Recruiter, and Sourcer. Wilson and ADP records show that you worked in an eligible position for a total of 15 weeks during the Recovery Period. The amount you receive under the Settlement will be based on this information.

III. IF YOU DISPUTE THE INFORMATION IN SECTION II ABOVE.

If you DISAGREE with any of the information in Section II above:

1. Please describe your corrections:

I worked in an eligible position for 2 years. Title Sf Recruiter. I believe my timesheets were submitted by Bobbie Jean Justel. Jim Talleowebly

2. If you made corrections, please attach the documents (such as pay stubs, employment records, termination notice, final pay information, etc.) that support your changes. *The employment information listed in Section II is presumed to be correct unless you submit documents which prove otherwise.*

IV. MAILING INSTRUCTIONS.

Please mail this completed Claim Form in the enclosed envelope to Class Counsel, Sam Sherman, Higgs, Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101.

V. RELEASE.

By my signature below, I hereby acknowledge and certify that I have read and understand this Claim Form and Release and the Notice of Pendency of Class Actions that was sent to me with this Claim Form. I understand that the Notice and this Claim Form and Release are important legal documents and that it is important that I read carefully the description of the claims described in the Notice. Having read the Notice, I hereby certify that I understand that by signing and submitting this Claim Form and Release, I am waiving and releasing all of the legal claims described in the Notice. I further certify that I have been given adequate opportunity to review these documents and to consult with whomever I wish to consult with regarding them so that I fully understand my legal rights. No promises or representations of any kind have been made to me, other than what is contained in the Notice and in this Claim Form and Release. I further understand that by signing and submitting this Claim Form and Release, I am giving my written consent to becoming a party plaintiff to the class action lawsuits, that I will be considered to have "opted in" as a party to the lawsuits, and that I will have permanently waived and released any claims I may have under federal law, in particular the Fair Labor Standards Act, 29 U.S.C. §201 et seq., including claims for liquidated damages arising under §216 thereof, in addition to all of the other claims described in the Notice.

I have executed the Claim Form and Release voluntarily and of my own free will, without coercion and with full knowledge of its effect, and I understand that if the Court approves the settlement, this Release means that I will be permanently barred from filing or participating in any other lawsuit or class action, state or federal, against ADP and/or Wilson in which any of the Released Claims are asserted.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I hereby assent to participate in this case, and release claims set forth herein.

Dated: 03/01/2013

Laureen O'Connell
(Signature)

Laureen O'Connell
(Print Name)

You must sign and return this Claim Form in order to receive a payment under this settlement.

EXHIBIT B

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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CARLOTTA BLOUNT, on behalf of herself and
on behalf of all persons similarly situated,

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Plaintiff,

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v.

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ADP, INC., a New Jersey corporation; WILSON
WORLDWIDE, LLC, dba WILSON HR; and
DOES 1-50,

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Defendants.

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This matter having come before the Court for hearing on _____, 2012,
pursuant to the Order Preliminarily Approving Settlement and Providing for Class Notice entered
_____, 2012 ("Preliminary Approval Order"), on the application of the parties for
approval of the settlement set forth in the Settlement Agreement and Release of Claims
("Settlement Agreement"), and due and adequate notice having been given to the California
Settlement Class described below as required by the Preliminary Approval Order, and the Court
having considered all papers filed and proceedings had herein and otherwise being fully
informed, and good cause appearing therefor, it is:

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ORDERED, ADJUDGED AND DECREED that:

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1. All terms used herein shall have the same meaning as defined in the

Case No. 09 CV-01668-AJB (KSC)

ORDER OF FINAL APPROVAL OF
SETTLEMENT

Complaint filed July 31, 2009

1 Settlement Agreement.

2 2. This Court has jurisdiction over the subject matter of each of the claims
 3 asserted in the Complaint, the Amended Complaint, and the Second Amended Complaint in the
 4 Litigation, and has personal jurisdiction over all parties to the Litigation, including all members
 5 of the California Settlement Class as defined in Paragraph II, C of the Settlement Agreement
 6 who have not elected to exclude themselves ("opt-out") from the settlement.

7 3. Notice to the California Settlement Class, including the mailing or re-
 8 mailing of the Notice of Pendency of Class Action and Claim Form and Release as set forth in
 9 the Settlement Agreement, has been completed in conformity with the Preliminary Approval
 10 Order, including mailing of individual notice to all members of the California Settlement Class
 11 who could be identified through reasonable effort. The Court finds that this notice was the best
 12 notice practicable under the circumstances, that it provided due and adequate notice of the
 13 proceedings and of the matters set forth therein, and that it fully satisfies the requirements of
 14 Federal Rule of Civil Procedure 23(c)(2) and due process.

15 4. The Court hereby approves the settlement set forth in the Settlement
 16 Agreement, including the settlement payments, released claims and other terms therein, and finds
 17 that the Settlement Agreement, and the settlement, are, in all respects, fair, adequate and
 18 reasonable to all parties, including the Named Plaintiff, the Opt-In Plaintiffs and the members of
 19 the California Settlement Class; finds further that the payments to be made to the Named
 20 Plaintiff and the Opt-In Plaintiffs in settlement of their claims under the Fair Labor Standards
 21 Act represent a fair and reasonable resolution of a bona fide dispute; and directs the parties to
 22 effectuate the Settlement according to its terms. The Court also finds that the California
 23 Settlement Class should be certified as a class as part of this settlement and that relief with
 24 respect to the California Settlement Class as a whole is appropriate. In particular, the Court
 25 finds, solely for purposes of approving the settlement and for no other purpose and with no other
 26 effect on this litigation, that the proposed California Settlement Class meets the requirements for
 27 certification under Federal Rule of Civil Procedure 23(b)(3), including that (a) questions of law
 28 or fact common to class members predominate over any questions affecting only individual

1 members, (b) a class action is superior to other available methods for fairly and efficiently
 2 adjudicating the controversy, (c) the claims of the Representative Plaintiff Carlotta Blount are
 3 typical of the claims of the members of the proposed class, (d) Representative Plaintiff Carlotta
 4 Blount has, with respect to the settlement, fairly and adequately protected the interests of the
 5 members of the class, and (e) Class Counsel is qualified to act as counsel for the Representative
 6 Plaintiff and the other members of the proposed class.

7 5. For purposes of this Order of Final Approval and the Final Judgment that
 8 accompanies it, and consistent with the Settlement Agreement, the term "California Settlement
 9 Class," which is hereby certified pursuant to Federal Rule of Civil Procedure 23(b)(3), means all
 10 individuals (a) who received payments from Wilson for work performed while assigned to or at
 11 ADP in the State of California as contingent recruiters, researchers, or sourcers in ADP's Shared
 12 Services Division at any time from September 1, 2006 to September ___, 2012, and (b) who
 13 have not chosen to exclude themselves (i.e., "opt out") from participation in the settlement under
 14 Paragraph V, A of the Settlement Agreement.

15 6. As of the Final Effective Date (as defined in Paragraph II, L of the
 16 Settlement Agreement), each and every Released Claim (as defined in Paragraph X, A and C of
 17 the Settlement Agreement) of every member of the California Settlement Class who did not
 18 exclude him or herself from the settlement (i.e., "opt out") in accordance with the procedures set
 19 forth in Paragraph V, A of the Settlement Agreement, is and shall be deemed to be conclusively
 20 released as against the Released Persons. "Released Persons" (as defined in Paragraph X, A of
 21 the Settlement Agreement) means all of the following: (1) ADP and its past, present, and future
 22 parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers,
 23 affiliated organizations, insurers and assigns, and each of their past, present and future officers,
 24 directors, trustees, shareholders, agents, employees, attorneys, contractors, representatives,
 25 partners, joint venturers, co-employers, joint employers, payrollers, insurers, reinsurers, benefit
 26 plans sponsored or administered by ADP, divisions, units, branches and other persons or entities
 27 acting on their behalf; and (2) Wilson and its past, present, and future parents, affiliates,
 28 subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated

1 organizations, insurers and assigns, and each of their past, present and future officers, directors,
 2 trustees, shareholders, agents, employees, attorneys, contractors, representatives, partners, joint
 3 venturers, co-employers, joint employers, payrollers, insurers, reinsurers, benefit plans sponsored
 4 or administered by Wilson, divisions, units, branches and other persons or entities acting on their
 5 behalf,

6 7. As of the Final Effective Date, the named Plaintiff, the Opt-In Plaintiffs,
 7 and all of the members of the California Settlement Class who did not exclude themselves from
 8 the settlement in accordance with the procedures set forth in Paragraph V, A of the Settlement
 9 Agreement are hereby forever barred and enjoined from commencing, prosecuting or continuing
 10 to prosecute, either directly or indirectly, against the Released Persons, in this or any other
 11 jurisdiction or forum, any and all Released Claims as defined in Paragraph X, A and C of the
 12 Settlement Agreement.

13 8. Neither the Settlement Agreement nor the settlement constitutes an
 14 admission or concession by ADP, Wilson or any of the other Released Persons, nor does this
 15 Order or the Final Judgment that accompanies it constitute a finding of any kind by the Court
 16 regarding the validity of any of the claims asserted in the Litigation or of any wrongdoing by
 17 ADP, Wilson or any of the other Released Persons. Furthermore, neither the Settlement
 18 Agreement nor the settlement shall be used in any way or for any purpose as (a) an admission of
 19 any fault, omission or wrongdoing by ADP, Wilson or any of the Released Persons, or (b) an
 20 admission or evidence that any other alleged class of Wilson employees (whether California
 21 recruiters, researchers, or sourcers or any other type of employees who were assigned as
 22 contingent workers to ADP) should be certified for settlement or for any other purpose. Neither
 23 this Order, the Final Judgment that accompanies it, the Settlement Agreement, any of the
 24 exhibits thereto, nor any negotiations or proceedings related thereto, shall be considered as or
 25 deemed to be evidence of a concession or admission with regard to the denials or defenses of
 26 ADP, Wilson or any of the other Released Persons, nor shall this Order, the Final Judgment, or
 27 the Settlement Agreement, its exhibits or the negotiations that led to it be offered or admissible
 28 in evidence in any action or proceeding against ADP, Wilson or any of the Released Persons in

1 any court, administrative agency or other tribunal for any purpose whatsoever other than to
 2 enforce the provisions of this Order, the Final Judgment or the Settlement Agreement. However,
 3 nothing in this paragraph shall prevent ADP, Wilson or any other of the Released Persons from
 4 filing or otherwise relying on this Order, the Final Judgment, the Settlement Agreement, its
 5 exhibits or any other papers and records on file in the Litigation in any court, administrative
 6 agency or other tribunal, as evidence-of the settlement that has been entered into by ADP,
 7 Wilson, and the other Released Persons to support a defense of res judicata, collateral estoppel,
 8 release or other claim of issue preclusion or similar defense as to the Released Claims.

9 9. Sam Sherman, Esq., and the firm of Higgs, Fletcher & Mack LLP, be
 10 hereby confirmed and appointed as Class Counsel, and Carlotta Blount is confirmed and
 11 appointed as Representative Plaintiff of the California Settlement Class.

12 10. In accordance with Paragraph DC, A, 1, of the Settlement Agreement, the
 13 Court hereby award Class Counsel fees in the total amount of \$220,000 and litigation costs
 14 (inclusive of any additional costs that may be incurred in implementing the settlement) in the total
 15 amount of \$33,734.96. In accordance with Paragraph IX, A, 2 of the Settlement Agreement, the
 16 Court hereby awards enhancement payments as follows: Plaintiff Blount,\$10,000; Plaintiff
 17 Bowman, \$5,000; Plaintiff David, \$2,500; Plaintiff Shoskes, \$2,500; Plaintiff Spyridis,\$5,000;
 18 Plaintiff Thompson, \$5,000; and Plaintiff Zeilinger,\$10,000. These are in addition to the
 19 settlement shares these individuals are entitled to receive under Paragraph IX, A, 2.

20 11. That the payments referred to in this Order shall be made in accordance
 21 with the timing requirements set forth in Paragraph IX, C., of the Settlement Agreement or such
 22 other time-periods as the Parties shall mutually agree.

23 12. In accordance with the accompanying Final Judgment, this Court hereby
 24 dismisses the litigation in its entirety, on the merits, with prejudice.

25 13. Without affecting the finality of this Order in any way, the Court hereby
 26 retains continuing jurisdiction over (a) the implementation of the settlement as described in the
 27
 28

1 Settlement Agreement and this Final Approval Order, and (d) all parties hereto for the purpose of
2 administering the Settlement Agreement, enforcing its terms and enforcing the terms of this
3 Order and the Judgment which accompanies it.

4 14. In the event the settlement does not become effective in accordance with
5 the terms of the Settlement Agreement, then this Order and the accompanying Final Judgment
6 shall be rendered null and void to the extent provided by and in accordance with the Settlement
7 Agreement and shall be vacated and, in such event, all orders entered and releases delivered in
8 connection herewith shall be null and void to the extent provided by and in accordance with the
9 Settlement Agreement.

10 IT IS SO ORDERED.

DATED: _____, 2012

By: _____
Hon. Anthony J. Battaglia
United States District Judge

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARLOTTA BLOUNT, on behalf of herself and
on behalf of all persons similarly situated,

Plaintiff,

v.

ADP, INC., a New Jersey corporation; WILSON
WORLDWIDE, LLC, dba WILSON HR; and
DOES 1-50,

Defendants.

Case No. 09 CV-01668-AJB (KSC)

FINAL JUDGMENT OF DISMISSAL
OF CLASS AND COLLECTIVE
ACTION

Complaint filed July 31, 2009

In accordance with Rule 23 of the Federal Rules of Civil Procedure and the Order
of Final Approval of Settlement ("Final Approval Order") entered by the Court in this Class and
Collective Action on _____, 2012, it is:

ORDERED, ADJUDGED AND DECREED that:

1. Judgment is hereby entered dismissing this Class and Collective Action
against defendants ADP, Inc. and Wilson Worldwide, LLC dba Wilson HR, in its entirety, on the
merits, and with prejudice and without the payment of fees or costs other than as provided in the
Settlement Agreement and Release of Claims ("Settlement Agreement") referred to in the Final
Approval Order.

2. Without affecting the finality of this Judgment in any way, the Court

1 hereby retains continuing jurisdiction over (a) the implementation of the settlement as described
2 in the Settlement Agreement and the Final Approval Order, and (b) all parties hereto for the
3 purpose of administering the Settlement Agreement, enforcing its terms and enforcing the terms
4 of this Judgment.

5 3. In the event the settlement does not become effective in accordance with
6 the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the
7 extent provided by and in accordance with the Settlement Agreement and shall be vacated, and,
8 in such event, all orders entered and releases delivered in connection herewith shall be null and
9 void to the extent provided by and in accordance with the Settlement Agreement.

10 4. The Court certified a class for settlement purposes pursuant to Federal
11 Rule of Civil Procedure Rule 23(b)(3) and finds the class to include all individuals who received
12 payments from Wilson for work performed while assigned to or at ADP in the State of California
13 as contingent recruiters, researchers, or sourcers in ADP's Shared Services Division at any time
14 from September 1, 2006 to September ___, 2012, who received notice pursuant to Federal Rule
15 of Civil Procedure 23(c)(2) and who did not timely request to be excluded from the class.

IT IS SO ORDERED.

17 DATED: , 2012

By: Hon. Anthony J. Battaglia
United States District Judge